DOCUMENT RESUME

ED 104 192 HE 006 298

TITLE Agreement Between Michigan State University and Michigan State University Employees Association, July 1, 1974-June 30, 1976.
INSTITUTION Michigan State Univ., East Lansing.
PUB DATE 1 Jul 74
NOTE 63p.

EDRS PRICE MF-$0.76 HC-$3.32 PLUS POSTAGE
DESCRIPTORS *Collective Bargaining; *Collective Negotiation; *Contracts; Employer Employee Relationship; Grievance Procedures; *Higher Education; Labor Unions; Leave of Absence; Nonprofessional Personnel; Recruitment; *State Universities
IDENTIFIERS *Michigan State University; Michigan State University Employees Association

ABSTRACT

Articles of the agreement cover a definition of terms; fair employment practices; probationary employees; uniforms; working hours; compensation rate schedules; overtime; absences; leaves of absence with and without pay; break in service; insurance benefit programs; educational assistance program; longevity pay; retirement benefit programs, filling vacant positions; layoffs; workmen's compensation, seniority; official personnel folder; disciplinary action, suspension, and termination; grievance procedures; communications; representation and release time; association security; association rights and responsibility; rights of the employer; no-strike, no-interference, and no-lockout; and scope of agreement. (MJM)

ED104192

Agreement between
MICHIGAN STATE UNIVERSITY

U.S. DEPARTMENT OF HEALTH, EDUCATION & WELFARE
NATIONAL INSTITUTE OF EDUCATION
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and
MICHIGAN STATE UNIVERSITY EMPLOYEES ASSOCIATION

July 1, 1974 - June 30, 1976

HE006298

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ARTICLE 1

AGREEMENT

I. This Agreement is made by and between the Board of Trustees of Michigan State University and the Michigan State University Employees Association and shall be effective from the first day of July, 1974, and shall remain in effect through June 30, 1976.

II. The purpose of this Agreement is to set forth terms and conditions of employment; to establish the machinery for collective bargaining; and to promote orderly and productive relations between Michigan State University and its employees with the expectation that its implementation will enhance its ability of the University to serve its constituents.

III. To the above end, it is the intent of the parties to abide by the terms of this Agreement at all times.

EMPLOYER

MSUEA

President

Secretary

PEIA

ARTICLE 2

DEFINITION OF TERMS

I. Whenever the words University or Employer appear in this Agreement, they shall mean Michigan State University.

II. Whenever the words MSUEA or Association appear in this Agreement, they shall mean Michigan State University Employees Association.

III. Promotion shall be considered the movement of an employee to a higher grade level.

IV. A transfer shall be considered the lateral movement of an employee within the same grade level where there is no reduction of pay.

V. Demotion

A. A voluntary demotion shall be considered the movement of an employee at his/her/his option to a lower grade level which may or may not provide a decrease in salary.

B. Involuntary demotion shall be considered the movement of an employee to a lower grade level and salary as determined by the Employer

VI. For the purpose of this Agreement, it is expressly understood and agreed by the parties hereto, that introductory titles or headings preceding the articles setforth herein, shall not be held, to in any way affect the substance, meaning or intent of any of the terms or provisions of said article(s) contained in this Agreement.

VII. Hours of Employment Status

A. Full-Time Employee - An employee who regularly works from 36 hours to 40 hours per week.

B. Three Quarter-Time Employee - An employee who regularly works 26 hours but less than 36 hours per week.

C. Half-Time Employee - An employee who regularly works 20 hours but less than 26 hours per week.

ARTICLE 3

RECOGNITION

I. Pursuant to and in accordance with all applicable provisions of Act 379 of the Michigan Public Acts of 1965, as amended, the Employer recognizes the Association as the exclusive representative for the purposes of collective bargaining with respect to rates of pay, hours of employment, and other conditions of employment for employees within the bargaining unit.

II. The Bargaining Unit consists of the following: All regular clerical and technical employees of Michigan State University whether salaried or hourly paid

but

excluding those clerical and technical employees who are regularly employed less than one-half (1/2) time; or temporarily employed less than one-half (1/2) time or less than 90 days; or designated as assigned off-campus; also employees classified as administrative-professional; classified health professionals; in recognized union or association units; student employees; confidential employees; supervisory and executive employees; and all other hourly paid and salaried employees.

ARTICLE 4

FAIR EMPLOYMENT PRACTICES

A. The Employer and the Association subscribe to the policy of non-discrimination and agree that there shall be no illegal discrimination against employees or applicants for employment.

ARTICLE 5

PROBATIONARY EMPLOYEES

I. New employees shall be considered as probationary employees for the first 520 working hours of their continuous employment. When an employee successfully completes the probationary period she/he shall be entered on the seniority list in effect and shall rank for seniority from the date of hire. There shall be no seniority among probationary employees.

II. The Association shall represent probationary employees for the purposes of collective bargaining in respect to wages, hours and other conditions of employment, but not for discharge or discipline.

ARTICLE 6

UNIFORMS

Employees may be required to wear uniforms for purposes of safety, health, or identification. If prescribed by the employing department, these uniforms will be supplied to the employee and maintained by the University. Employees may supply and maintain their own uniforms, if the uniforms meet Employer specifications.

ARTICLE 7

WORKING HOURS

I. General Provisions

A. The normal work week for full-time employees shall consist of five (5) 8-hour days, exclusive of lunch periods, followed by two (2) consecutive days off. Office hours are normally from 8 a.m. until 5 p.m. A different schedule of hours and staggered shifts may be maintained in some departments.

B. In seven (7) day or twenty-four (24) hour operations, the work week may vary from that of other employees.

C. Operating units will be permitted to schedule less than one (1) hour lunch periods when this is the normal operating schedule of the bargaining unit employees of the operating unit.

D. Other operating units will be permitted to schedule less than one (1) hour lunch periods for individual employees by mutual agreement between the employee and the operating unit supervisor.

E. Operating units shall maintain a work schedule for bargaining unit employees. The schedule shall be established at least one (1) working day prior to the employee's consecutive days off. When an employee's schedule is altered without sufficient notice, the employee shall be paid at the overtime rate for hours worked outside the original schedule.

F. In Health Care Delivery Facilities where biweekly work schedules of eighty (80) hours are maintained, schedules shall also be established at least one (1) working day prior to the employee's consecutive day(s) off. When an employee's schedule is altered without sufficient notice, the employee shall be paid at the overtime rate for hours worked outside the original schedule.

II. Shift Hours

A. The first shift is any shift that regularly starts on or after 5 a.m. but before 1 p.m.

B. The second shift is any shift that regularly starts on or after 1 p.m. but before 9 p.m.

C. The third shift is any shift that regularly starts on or after 9 p.m. but before 5 a.m.

III. Shift Differential

A. Full-time employees who work on the second or third shift shall receive, in addition to their regular pay, ten (10) cents per hour on the second shift and twenty (20) cents per hour on the third shift. Such differential is to be added to the total wages and does not increase the base rate of pay.

B. Part-time employees who regularly work after 5 p.m., but before 9 p.m., shall receive a shift premium of ten (10) cents per hour. Part-time employees who work after 9 p.m., but before 5 a.m., shall receive a shift premium of twenty (20) cents per hour.

C. Shift premium will be paid for the actual hours worked on a shift.

IV. Rest Periods

A. Employees are permitted a rest period away from their work stations not to exceed 15 minutes during each half-day (4 hours) of work. Rest periods are scheduled by the supervisor and are to be taken at a time and in a manner that does not interfere with the efficiency of the work unit.

B. The rest period is intended to be a recess which is preceded and followed by an extended work period; thus, it may not be used to cover an employee's late arrival to work or early departure, nor may it be regarded as accumulative if not taken.

ARTICLE 8

COMPENSATION RATE SCHEDULE

Employees on the payroll as of the effective date of ratification shall receive salary increases based on their July 1, 1974 salary (or employment date if later) as follows:

I. Based on the July 1974 Compensation Schedule

A. Individuals whose salary was less than $7500 shall receive a minimum $450 increase retroactive to July 1, 1974. When an employee's salary does not fall on a step, they shall be moved to the next highest step.

Effective January 1, 1975, these employees shall receive a two (2) step increase in their classification grade level.

B. Individuals whose salary was more than $7500 shall receive 8% increase retroactive to July 1, 1974. When an employee's salary does not fall on a step, they shall be moved to the next highest step.

C. During the 1974-1975 year, each employee shall receive no less than an 8% annual increase based on their July 1, 1974 salary.

II. Based on the July 1975 Compensation Schedule

A. Effective July 1, 1975, employees shall move to the corresponding step of the new Compensation Schedule and shall be advanced two (2) steps.

B. Effective January 1, 1976, all employees shall be advanced two (2) steps.

C. On July 1, 1975, each employee, including red circled employees, shall receive no less than a 6% increase. Individuals whose increase results in an amount greater than the maximum of their grade level shall be considered red circled.

III. Promotion

A. Employees promoted one (1) grade level will move laterally on the schedule at the same step.

B. Employees promoted two (2) salary grades will move to the salary step in the second grade which provides a 5% increase which shall not be less than if promoted one (1) grade level.

C. Employees promoted three (3) or more grade levels will move to the salary step in the new grade which provides a 10% increase.

CLERICAL-TECHNICAL COMPENSATION GRADE LEVELS

1974-1975

Effective July, 1974

CLERICAL-TECHNICAL COMPENSATION GRADE LEVELS

1975-1976

Effective July, 1975

(Presented on following two pages)

CLERICAL-TECHNICAL COMPENSATION GRADE LEVELS

1974-1975

Effective July, 1974

Compensation Grade Level	3	4	5	6	7	8	9	10	11	12
Step 1	$ 6,150	$ 6,400	$ 6,750	$ 7,100	$ 7,450	$ 7,930	$ 8,500	$ 9,200	$10,000	$10,900
2	6,243	6,496	6,852	7,207	7,562	8,049	8,628	9,338	10,150	11,064
3	6,335	6,592	6,953	7,313	7,674	8,168	8,755	9,476	10,300	11,227
4	6,428	6,688	7,055	7,420	7,786	8,287	8,883	9,614	10,450	11,391
5	6,520	6,784	7,156	7,526	7,898	8,406	9,010	9,752	10,600	11,554
6	6,613	6,880	7,258	7,633	8,010	8,525	9,138	9,890	10,750	11,718
7	6,705	6,976	7,359	7,739	8,122	8,644	9,265	10,028	10,900	11,881
8	6,798	7,072	7,461	7,846	8,234	8,763	9,393	10,166	11,050	12,045
9	6,890	7,168	7,562	7,952	8,346	8,882	9,520	10,304	11,200	12,208
10	6,983	7,264	7,664	8,059	8,458	9,001	9,648	10,442	11,350	12,372
11	7,075	7,360	7,765	8,165	8,570	9,120	9,775	10,580	11,500	12,535
12	7,168	7,456	7,867	8,272	8,682	9,239	9,903	10,718	11,650	12,699
13	7,260	7,552	7,968	8,378	8,794	9,358	10,030	10,856	11,800	12,862
14	7,353	7,648	8,070	8,485	8,906	9,477	10,158	10,994	11,950	13,026
15	7,445	7,744	8,171	8,591	9,018	9,596	10,285	11,132	12,100	13,189
16		7,840	8,273	8,698	9,130	9,715	10,413	11,270	12,250	13,353
17		7,936	8,374	8,804	9,242	9,834	10,540	11,408	12,400	13,516
18			8,476	8,911	9,354	9,953	10,668	11,546	12,550	13,680
19			8,577	9,017	9,466	10,072	10,795	11,684	12,700	13,843
20				9,124	9,578	10,191	10,923	11,822	12,850	14,007
21				9,230	9,690	0.310	11,050	11,960	13,000	14,170
22					9,802	10,429	11,178	12,098	13,150	14,334
23					9,914	10,548	11,305	12,236	13,300	14,497
24						10,667	11,433	12,374	13,450	14,661
25						10,786	11,560	12,512	13,600	14,824
26							11,688	12,650	13,750	14,988
27							11,815	12,788	13,900	15,151

CLERICAL-TECHNICAL COMPENSATION GRADE LEVELS

1975-1976

Effective July, 1975

Compensation Grade Level	3	4	5	6	7	8	9	10	11	12
Step 1	$ 6,519	$ 6,784	$ 7,155	$ 7,526	$ 7,897	$ 8,406	$ 9,010	$ 9,757	$10,600	$11,554
2	6,618	6,886	7,263	7,639	8,016	8,532	9,146	9,898	10,759	11,728
3	6,715	6,988	7,370	7,752	8,134	8,658	9,283	10,045	10,918	11,901
4	6,814	7,089	7,478	7,865	8,253	8,784	9,416	10,191	11,077	12,074
5	6,911	7,191	7,585	7,978	8,372	8,910	9,551	10,337	11,236	12,247
6	7,010	7,293	7,693	8,091	8,491	9,037	9,687	10,483	11,395	12,421
7	7,107	7,395	7,801	8,203	8,609	9,163	9,821	10,630	11,554	12,594
8	7,206	7,496	7,909	8,317	8,728	9,289	9,957	10,776	11,713	12,768
9	7,303	7,598	8,016	8,429	8 847	9,415	10,091	10,922	11,872	12,940
10	7,402	7,700	8,124	8,543	8,965	9,541	10,227	11,069	12,031	13,114
11	7,500	7,802	8,231	8,655	9,084	9,667	10,362	11,215	12,190	13,287
12	7,598	7,903	8,339	8,768	9,203	9,793	10,497	11,361	12,349	13,461
13	7,696	8,005	8,446	8,881	9,322	9,919	10,632	11,5	12,508	13,634
14	7,794	8,107	8,554	8,994	9,440	10,046	10,767	11,654	12,667	13,808
15	7,892	8,209	8,661	9,106	9,559	10,172	10,902	11,800	12,826	13,980
16		8,310	8,769	9,220	9,678	10,298	11,038	11,946	12,985	14,154
17		8,412	8,876	9,332	9,797	10,424	11,172	12,092	13,144	14,327
18			8,985	9,446	9,915	10,550	11,308	12,239	13,303	14,501
19			9,092	9,558	10,034	10,676	11,443	12,385	13,462	14,674
20				9,671	10,153	10,802	11,578	12,531	13,62	14,847
21				9,784	10,271	10,929	11,713	12,678	13,780	15,020
22					10,390	11,055	11,849	12,824	13,939	15,194
23					10,509	11,181	11,983	12,970	14,098	15,367
24						11,307	12,119	13,116	14,257	15,541
25						11,433	12,254	13,263	14,416	15,713
26							12,389	13,409	14,575	15,887
27							12,524	13,555	14,734	16,060

ARTICLE 9

OVERTIME

I. General Provisions

A. The Employer and the Association recognize that on occasion it may be necessary for employees to work overtime. The Association agrees to cooperate with the Employer when these occasions arise.

B. An employee shall be given as much advance notice of overtime as practicable.

C. All overtime shall be divided as evenly as practicable within the same department and classification.

D. An employee required to work before or after her/his scheduled beginning time and ending time shall be paid at the prescribed overtime rate unless the schedule is mutually altered.

E. Schedules shall not be altered for the purpose of preventing payment of overtime. However, if mutually agreed, equivalent time off shall be scheduled within the work week.

II. Overtime Rates

A. Overtime pay shall be computed at one and one-half (1-1/2) times the employee's base rate of pay. Overtime pay shall be given for any hours worked including paid leaves in excess of forty (40) hours in a work week except in Health Care Delivery Facilities where biweekly work schedules of eighty (80) hours are maintained. Overtime pay shall be given for any hours worked in excess of eight (8) hours in a day or eighty (80) hours in a biweekly period, whichever is the greater number of hours.

B. Overtime pay shall not be paid more than once for the same time worked.

III. Call-In-Pay

A. An employee reporting for emergency duty at the Employer's request for work which she/he had not been notified in advance and which is outside of and not continuous with her/his regular work period, shall be guaranteed at least three (3) hours pay at the rate of time and one-half.

B. An employee who reports for scheduled work and no work is available will receive three (3) hours pay at her/his regular straight time rate.

ARTICLE 10

ABSENCES

I. When absent from work the employee must make a reasonable effort to notify her/his supervisor of the reason at the beginning of her/his shift. If the absence is to continue beyond the first day, the employee must notify the supervisor on a daily basis unless otherwise arranged and specifically approved by the supervisor. Failure to comply with this provision for three (3) consecutive work days is a voluntary termination.

II. All absences must be charged to personal leave, accrued vacation, or sick leave, whichever is appropriate. When no accrued time is available, unpaid leave may be approved by the supervisor not to exceed a total of ten (10) working days in each fiscal year. Absences exceeding ten (10) consecutive work days must be approved as a Leave of Absence. See Leave of Absence section.

III. Absences due to inclement weather, when the University is not officially closed, or transportation problems, will require the use of either personal leave or vacation time.

ARTICLE 11

LEAVES OF ABSENCE WITH PAY

I. General Provisions

A. Leaves of absence with pay shall be granted to employees in the Bargaining Unit as provided below.

B. An employee shall accrue sick leave credits and vacation credits during a leave of absence with pay, and her/his insurance benefits shall continue for the duration of the leave.

C. All requests for leaves of absence shall be made initially with the employee's immediate supervisor and shall be subject to the approval of the unit administrator and the Personnel Office.

II. Vacation Eligibility

A. Regular employees working twenty (20) hours or more per week are entitled to vacation time with pay after the completion of six (6) months of service.

1. The following schedule shows the monthly vacation accruals for employees working a 40-hour week. Vacation time is credited at the end of each month.

2. Part-time employees working 20 hours per week but less than 26 hours will receive 50% of this schedule and those working 26 hours but less than 36 hours will receive 75% of the schedule. Those working 36-40 hours will receive 100% of the schedule.

B.

Service Months	Accrual	Annual Accrual	Special* Maximum Accrual
Completion of 6 months	48 hours		
7th month through 60th month	8 hours per month	96 hours	128 hours
61st month through 120th month	11 hours and 20 minutes per month	136 hours	181 hours
121st month	14 hours and 40 minutes per month	176 hours	235 hours

*Employees are expected to take their annual accrual each year. When this is not feasible, they may make special arrangements with their departmental administrator to accrue additional time but the accrual cannot exceed the special maximum amount shown.

C. There shall be no vacation accrual

1. During an approved leave of absence without pay.

2. While on Regular Workmen's Compensation.

3. During an extended military leave of absence (credit for service months is granted).

4. During a vacation period preceding termination.

5. Beyond the "Special Maximum Accrual."

6. While on layoff.

D. Method of Scheduling Vacation Days

1. The Employer is responsible for keeping the records of each employee's vacation account up to date. Upon request and within a reasonable period of time, the employee shall be informed of the number of vacation credits remaining in her/his account.

2. An employee may use her/his accumulated vacation leave at any time during the calendar year with permission of the supervisor(s). Said vacation to be scheduled as follows:

a. Vacation requests submitted more than 60 days prior to the commencement of the requested vacation period may be approved, subject to modification, not less than 30 days prior to the commencement of the requested leave.

b. The employee may request, in writing, a vacation period 60 days prior to the time that vacation period is to commence. In the event that an employee makes such a request, the department or division shall have 30 days to either grant or deny the employee's requested vacation period. If the department or division does not act to either grant or deny the vacation period within 30 days, the employee shall be entitled to take her/his vacation on the date requested. If the department or division denies the employee her/his requested vacation period, the employee may then reapply for the scheduling of another vacation period.

c. Employees who request vacation with less than 60 days notice to the department or division will take their vacation periods at a time mutually agreed upon by the employee and the department or division.

E. Other Provisions

1. Employees will receive their base rate of pay during vacation.

2. Vacation time can be taken for no less than four (4) hours and only in full hour increments.

3. Vacation credits shall not be waived by an employee and additional pay received for working those days.

4. If any of the holidays stipulated in this Agreement should occur during an employee's scheduled vacation, she/he should receive one (1) additional vacation day for each holiday.

5. If any employee becomes hospitalized for illness or accident and presents a physician's statement that she/he was under the care of a physician during her/his vacation, she/he may submit an amended Report of Absence charging the vacation credits to her/his sick leave account.

6. An employee shall be allowed to use accrued vacation credits as sick leave or personal leave days when her/his sick leave or personal leave accounts are exhausted.

7. If an employee is laid off, retired, or terminated for any reason, she/he shall be paid for any accrued vacation credits.

III. Holidays

A. Eligibility - regular employees working 20 hours or more per week are entitled to nine (9) paid holidays in proportion to the number of hours worked.

B. Schedule

July 1974 - June 1975		July 1975 - June 1976	
Independence Day	July 4	Independence Day	July 4
Labor Day	September 2	Labor Day	September 1
Thanksgiving Day	November 28	Thanksgiving Day	November 27
The day following Thanksgiving Day	November 29	The day following Thanksgiving Day	November 28
The day preceding Christmas Day	December 24	Christmas Day	December 25
Christmas Day	December 25	The day following Christmas Day	December 26
The day preceding New Year's Day	December 31	New Year's Day	January 1
New Year's Day	January 1	The day following New Year's Day	January 2
Memorial Day	May 26	Memorial Day	May 31

C. Employees who are required to work on any University designated holiday shall be paid at a rate of one and one-half (1-1/2) times their base rate of pay plus holiday pay or by mutual agreement may be given compensatory time off at one and one-half (1-1/2) times the number of hours worked plus holiday pay.

D. An employee who is on vacation or sickness and disability leave with pay when a holiday occurs will be paid for the holiday and no charge will be made against accrued vacation or sick leave credits.

E. There will be no holiday pay when:

1. A holiday falls during a vacation period preceding termination (except when an employee is retiring).

2. The employee is on a leave of absence without pay, on layoff, or on Regular Workmen's Compensation.

3. An employee is absent on an unpaid leave the day before or the day after the holiday(s) unless her/his absence is excused.

IV. Personal Leave Day(s)

A. Personal leave with pay is granted to regular employees with the approval of their supervisor for attending to personal matters. Leave is given during each fiscal year in accordance with the following schedule.

Employed On	Hours*
July 1 through December 31	16
January 1 through March 31	8
April 1 through May 31	4
June 1 through June 30	0

*Part time employees will receive a proportionate number of hours.

B. Personal leave credits must be used in increments of two (2) hours or more. No time credits may be carried forward from one (1) fiscal year to another.

V. Sickness and Disability Leave with Pay

A. Eligibility

Regular employees who work 20 hours or more will be entitled to leave benefits in proportion to the time employed.

B. Full-time employees accrue leave credits at the rate of four (4) hours for each two (2) weeks of service. Leave credits may be accumulated to a maximum of 1040 hours.

C. Usage

Sickness and Disability Leave with Pay may be used for the following purposes:

1. Personal illness or incapacity over which the employee has no reasonable control which prohibits the performance of the duties of the job.

2. Absence from work because of exposure to contagious disease, which according to public health standards, would constitute a danger to the health of others by the employees' attendance at work.

3. To complete appointments for medical or dental care when it is not practicable to arrange such appointments for non-duty hours.

4. Illness or incapacity associated with pregnancy when a physician certifies that the employee is unable to perform the duties of her position.

D. Other Sickness and Disability Leave with Pay Provisions:

1. The Employer, for cause, may direct an employee to go on leave.

2. Leave will be counted as continuous time worked for benefits and for computation of overtime.

3. Employees using leave during periods that include scheduled holidays will be paid their base pay for those holidays and will not be charged for a day of leave.

4. Employees who have exhausted their leave credits, but are still unable to return to work, shall continue to receive their pay against unused vacation credits.

5. Employees returning to work may be required to obtain the approval of the University Physician before reporting to the job.

6. A statement from a physician, or a sworn affidavit, may be required before approving the payment of sick leave.

7. Employees must notify their supervisor(s) when they are unable to report for work. (See section entitled "Absence".)

8. Leave may be used only in units of one (1) hour or more.

E. Sickness and Disability Leave - Retirement Provisions

1. Full-time employees meeting the minimum University retirement requirements as defined in Article 17 shall be paid for fifty (50) percent of unused sick leave, but not to exceed a maximum of fifty (50) percent of one hundred (100) days, as of the effective date of separation.

2. A full-time employee who does not meet the minimum University retirement but has at least five (5) years, but less than ten (10) years of continuous service and has attained 65 years of age at the time of separation shall be paid fifty (50) percent of unused sick leave as of the effective date of separation. A full-time employee who does not meet the definition of University retirement but has at least ten (10) years of continuous service and has attained 65 years of age at the time of separation shall be paid one hundred (100) percent of unused sick leave as of the effective date of separation, but not to exceed a maximum of one hundred (100) days.

VI. Extended Disability Leave

A. Regular full-time employees with at least five (5) years of continuous full-time employment are eligible for extended disability leave.

B. Usage

1. In cases which are expected to result in total disability lasting six (6) months or more as determined by the University Physician, eligible employees will be granted extended paid disability leave for up to six (6) months. This leave will include the aggregate of accumulated sick leave, vacation and personal leave time credits to the extent these benefits have been accrued by the employee.

2. The total aggregate of all paid leave credits, when used for total disability, is not to exceed six (6) months from the date of disability and will specifically end when the Long-Term Disability Program normally would begin.

VII. Funeral Leave

Regular employees working 20 hours per week or more will receive Funeral Leave with pay to make necessary arrangements when a death occurs in the immediate family.

A. Time Allowed

1. One (1) day in the case of death of the employee's uncle, aunt, nephew or niece.

2. Up to three (3) days in the case of the death of spouse, child, parent, sister, brother, brother-in-law, sister-in-law, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparent, grandchild, half-brother, half-sister, step-parent, step-child, step-brothers, and step-sisters.

B. Other Funeral Leave Provisions:

1. Funeral leave may be taken during the period including the day of death and the day following the funeral, but shall not exceed three (3) days.

2. Additional time, if required, may be granted in accordance with other leave policies.

VIII. Jury Duty

Regular employees who are called to serve on Jury Duty will be compensated for the difference between pay for the jury duty and their base pay. An employee is expected to report for regular University duty when temporarily excused from attendance at Court.

ARTICLE 12

LEAVES OF ABSENCE WITHOUT PAY

I. Leaves of Absence Without Pay Exceeding 10 Days

A. Regular employees who have completed 520 working hours of service and are scheduled to work at least twenty (20) hours per week may be granted personal leave without pay for up to two (2) years with prior approval of their supervisor(s) and the Personnel Office.

B. Usage:

1. Sickness and Disability

2. Settlement of an estate

3. Serious illness of a member of the employee's family as defined under the Funeral Leave provisions of this Agreement

4. Child care when the employee is the parent or designated guardian

5. Other reasons deemed appropriate by the Employer

C. All leaves of absence without pay shall be granted without loss of seniority. Contractual benefits or rights accumulated by an employee prior to the effective date of the leave shall be carried forward and credited to the employee upon her/his return.

D. Except as specifically provided for in Section III B, no payments of any kind shall be made to or for an employee on any leave of absence without pay.

E. Except as specifically provided for in any of the following provisions, employees shall accrue neither sick leave credits nor vacation credits while on leaves of absence without pay, nor shall they have insurance benefits continued for them for the duration of such leaves. The Employer shall allow an employee on a leave of absence without pay to continue her/his insurance benefits through the Employer's insurance plans, provided the employee is responsible for all premium payments.

F. All requests for leaves of absence without pay shall be made initially with the employee's immediate supervisor.

G. The Association shall be notified of all leaves of absence without pay granted to members of the Bargaining Unit.

H. Employees who intend to return to work before the termination of their leaves shall notify the Director of Personnel before returning. If an employee overstays a leave of absence without providing a reasonable explanation to her/his immediate supervisor within five (5) working days of the termination of the leave, seniority rights shall cease, and the employee shall be considered as resigned as provided in Article 21, Seniority.

II. Returning From Leave Of Absence Without Pay Exceeding 10 Days

A. Sickness and Disability

For sickness and disability leave of absence without pay, a period of up to three (3) months, including any absence covered by sick or vacation leave, the employee's position shall not be considered as having been vacated and the employee shall be entitled to return to the position held at the commencement of the leave. For a period in excess of three (3) months and up to a maximum of two (2) years, the employee shall have preference as defined in Article 18, Filling Vacant Positions, in filling her/his position or an equivalent position that is vacant or will become vacant.

B. All Other Leaves Of Absence Without Pay Exceeding 10 Days

For all other leaves of absence without pay, a period of up to one (1) month, the employee's position shall not be considered as having been vacated and the employee shall be entitled to return to the position held at the commencement of the leave. For a period in excess of one (1) month and up to a maximum of two (2) years the employee shall have preference, as defined in Article 18, Filling Vacant Positions, in filling her/his position or an equivalent position that is vacant or will become vacant.

III. Military Leave

A. Extended Service

Upon application, a military leave of absence without pay will be granted to employees of the unit. This applies to employees who are inducted through Selective Service or voluntary enlistment, or if the employee is called through membership in the National Guard or reserve component into the Armed Forces of the United States.

B. Short Tours of Duty

Regular employees, who belong to the National Guard, United States Reserve Corps, or other Federal or State military organizations, will be allowed the normal fifteen (15) calendar days leave of absence when ordered to active duty for training. In the event these employees are ordered to active duty for the purpose of handling civil disorders, they will be allowed a maximum of ten (10) calendar days leave of absence during a fiscal year. The Employee will pay the difference between the employee's military pay and base pay, if her/his military pay is less. If the employee takes military leave during her/his vacation, she/he will receive full pay.

ARTICLE 13

BREAK IN SERVICE

I. Leave Of Absence With Pay

If the Employee's pay is being continued by the use of sick leave or vacation time, the normal premiums will continue to be deducted and the Employer will make its normal contribution toward the cost of hospitalization and retirement.

II. Leave of Absence Without Pay

A. Employees granted an approved leave of absence without pay may continue in force all of the optional insurances by paying the full cost of all premiums. Coverage may be continued by making cash payments for as long as the approved leave continues. Payments for insurance to be kept in force should be made directly to Michigan State University and sent to the Employee Compensation and Benefits Office no later than the first day of the month for which the payment is due. If insurances are not maintained, it will be necessary for the employee to prove insurability or wait for an Open Enrollment period before coverages could be reinstated. Payments covering retirement may be made to TIAA-CREF on a direct pay basis or may be totally suspended during the period of leave.

B. Layoff

While on layoff, the employee may maintain the optional coverages by paying the full premium cost.

III. TERMINATION

In case of termination, insurances will be affected as follows:

A. Optional benefits will continue in force until the end of the month following the month in which the last deduction and/or contribution is made toward these insurances.

B. The Long Term Disability insurance and Expanded Life Insurance cease on the last day of active employment.

C. Hospitalization insurance coverage under either the American Plan or Blue Cross-Blue Shield may be converted to a direct pay plan by contacting the company involved.

D. Group Life Insurance and Expanded Life Insurance may be converted, if desired, by contacting the company involved.

ARTICLE 14

INSURANCE BENEFIT PROGRAMS

The Employer agrees to continue, during the period of this Agreement, the insurance benefits in effect for employees at the date of ratification. The following sections are for understanding and clarification of the programs offered. Individual policies and certificates are issued at the time of employment or enrollment for these programs. Additional copies and complete detailed information concerning the insurance and retirement benefits may be obtained from the Staff Benefits Division of the Employee Compensation and Benefits Office.

I. Optional Benefit Programs

A. Participation in the following benefits is optional and employees are covered if written application for benefits takes place within 60 days of employment, during a scheduled Open Enrollment or in certain cases by furnishing evidence of insurability:

Hospitalization Insurance
Group Life Insurance
Accident Insurance

B. Employee premiums, if any, are taken one (1) month in advance by payroll deduction.

II. Hospitalization Insurance

A. If coverage is desired, employees must enroll for hospitalization-medical coverage within 60 days of their employment date or during a scheduled Open Enrollment. The employee can select either the American Plan with TIAA Major Medical or Blue Cross-Blue Shield with Master Medical.

B. Upon enrollment, for regular full-time employees, the Employer will pay the full amount of the single subscriber rate regardless of the medical plan selected.

C. Beginning October 1, 1974, upon enrollment the Employer will contribute 95 percent of the applicable total monthly premium cost of two-party or family coverage for the American/TIAA Major Medical programs for regular full-time employees. The family contribution amount may also be applied to the monthly premium cost of either two-party or family coverage under Blue Cross-Blue Shield. The difference shall not exceed ten (10) dollars per month.

D. Part-time employees, after three (3) years of service, shall be eligible for an employee contribution equal to one-half of the full-time contribution amount for family coverage effective July 1, 1975.

III. Group Life Insurance

A. If coverage is desired, regular full-time employees who secure employment prior to their 53rd birthday must enroll for Group Life Insurance within 60 days of their employment date.

B. Two (2) different schedules of coverage are available. New employees may elect either Schedule A or Schedule B at the time of enrollment. Employees desiring to transfer at a later date from Schedule A to Schedule B must provide evidence of insurability and may not increase to Schedule B after their 53rd birthday.

IV. Accident Insurance

A. If coverage is desired, regular full-time employees must enroll for Accidental Death and Dismemberment Insurance within 60 days of their employment date or during a scheduled open enrollment.

B. Insurance coverage may be selected for the employee and the family if desired.

V. Provided Benefits

Participation in the following benefits (when eligible) is automatic and at no cost to the employee.

A. Long Term Disability Insurance

1. The Employer will provide a Long Term Disability program to regular full-time employees with at least three (3) years of continuous full-time service. Employees may be eligible for benefits provided by the Long Term Disability plan if, at any time after six (6) months of continuous disability, it is determined that the sickness or injury is total and permanent.

2. The employee should contact the Staff Benefits Division of the Employee Compensation and Benefits Office for information or as soon as it appears that the employee may be off work for six (6) months or more.

B. Travel Accident Insurance

The Employer provides Travel Accident Insurance for employees while traveling on University business or an approved activity outside the campus limits. This coverage provides accidental death and dismemberment insurance in the principal amount of $50.000.

C. Expanded Life Insurance

1. The Employer will provide a fully-paid life insurance program to all regular full-time employees with five (5) or more years of continuous full-time service.

2. This program will provide a life insurance benefit in the case of death of an eligible employee equal to one times the annual base rate of pay.

3. Accrued sick leave, vacation, personal time and longevity pay are included in the Expanded Life Insurance payment and not in addition.

ARTICLE 15

EDUCATIONAL ASSISTANCE PROGRAM

I. Full-time employees who meet the following provisions may apply for the Educational Assistance Program.

A. Three (3) years of continuous full-time or part-time service with the University is required.

B. Admission as a student to the educational institution where the credit or noncredit course is to be taken.

C. The employee must have at least a satisfactory rating on the annual or most recent performance evaluation.

D. The course is determined by the employee's immediate supervisor to be job-related, as defined in the accompanying guidelines. Appendix III.

E. The employee has submitted the appropriate application to her/his supervisor at least thirty (30) working days before the initial meeting of the course for which she/he is seeking approval.

II. Released Time

When a course is not offered during nonworking hours, the employee may request released time with pay not to exceed five (5) hours per week to attend the course. The employee's supervisor shall determine whether unit functions will allow such released time to be granted.

III. Tuition Reimbursement

A. The employee shall provide the Employer with evidence that she/he has successfully completed the approved course. A grade of 2.0 or better is required for a credit course.

B. The Employer shall reimburse the employee who successfully completes an approved course on the following basis:

1. For a credit course, the tuition fee up to the MSU rate per credit taken, not to exceed five (5) credit hours per term; or

2. For a noncredit course, the tuition fee not to exceed $60.00 per term.

C. If an employee is covered by benefits such as scholarship or fellowship aid, government aid, G.I. Bill benefits, or similar assistance, reimbursement will be made only for that portion of the tuition fee which exceeds the amount of those benefits.

ARTICLE 16

LONGEVITY PAY

I. Eligibility

Regular employees shall be entitled to receive longevity pay for continuous service with the Employer in the schedule as follows:

A. The last date of hire will be used as the longevity date.

B. To qualify for the first longevity payment, an employee must have completed six (6) continuous years and have established her/his status as of October 1.

C. Part-time service of twenty (20) hours or more per week shall be counted for purposes of eligibility.

D. Military Leave of Absence will not adjust the longevity date.

II. Continuing Eligibility

After establishing initial eligibility, employees must be actively employed for 39 weeks (273 calendar days) during the longevity year and be on the payroll as of October 1 of that year to receive a longevity payment.

III. Longevity Payment Schedule

A. Periods of inactive service totaling 90 days or more will adjust the longevity date. Payment for longevity purposes is made annually during December and is computed on the base rate of pay as of September 1 prior to payment. The longevity year begins October 1 and ends September 30.

B. Longevity pay shall be computed as a percentage of the employee's annual base rate of pay, but not to exceed the schedule. If an employee is not on the payroll September 1, the rate to be used will be her/his last rate of pay. Base wage shall not include overtime or premium pay.

C. For the 1974 longevity year, the following payment schedule is used:

Years of Continuous Service	Full-Time Employees Annual Longevity Pay % of First $6500 of Annual Wage
6 through 9 years	2
10 through 13 years	3
14 through 17 years	4
18 through 21 years	5
22 through 25 years	6
26 or more years	8

D. For the 1975 longevity year, the following schedule is used:

Years of Continuous Service	Full-Time Employees % of First $7500 of Annual Wage	Three-Quarter % of First $5625 of Annual Wage	One-Half Time % of First $375 of Annual Wage
6 through 9 years	2%	2%	2%
10 through 13 years	3%	3%	3%
14 through 17 years	4%	4%	4%
18 through 21 years	5%	5%	5%
22 through 25 years	6%	6%	6%
26 or more years	8%	8%	8%

IV. Other

Employees terminating prior to October 1, who are 65 years of age, or those who meet the minimum University retirement requirements will receive a prorated longevity payment.

ARTICLE 17

RETIREMENT BENEFIT PROGRAMS

The Employer agrees to continue, during the period of this Agreement, the retirement benefits in effect for employees at the date of ratification. The following sections are for understanding and clarification of the programs offered. Individual policies and certificates are issued at the time of employment or enrollment for these programs. Additional copies and complete detailed information concerning the insurance and retirement benefits may be obtained from the Staff Benefits Division of the Employee Compensation and Benefits Office.

I. Retirement Benefits

A. The Employer will provide a retirement program for employees with the Teachers Insurance and Annuity Association (TIAA) and its companion organization College Retirement Equities Fund (CREF).

B. Regular full-time employees with at least three years of service may participate in TIAA-CREF and are required to participate upon the attainment of age 35 and three years of service.

C. The employee may commence to draw an annuity at any age upon leaving the Employer; however, to be considered a retiree the employee must meet the minimum University retirement requirements. (See Section II.)

D. Contributions for both the employee and the Employer will operate automatically on the following schedule:

On 1/1/73 - 3% employee/ 6% MSU
On 7/1/75 - 4% employee/ 8% MSU
On 7/1/77 - 5% employee/10% MSU

E. Upon request, the employee's contribution will be taken on a tax-deferred basis.

II. Other Retirement Information

A. To be considered a retiree, an employee must meet one of the following minimum retirement requirements:

1. Have attained 62 years of age and have completed 15 years of full-time service.

OR

2. Have completed 25 years of full-time service at any age.

B. Mandatory Retirement Age - Termination or retirement shall be compulsory on the first day of the month following the attainment of age 68.

C. Employees meeting the minimum retirement requirements will remain eligible to maintain group hospitalization and receive the Employer contribution. Group Life Insurance, which includes a paid-up policy on the July 1 following the 65th birthday, may also be maintained.

D. Employees hired prior to January 1, 1973, who meet the minimum retirement requirements as defined above will have their minimum retirement pension based upon the following retirement formula at age 65:

1. Two (2) percent will be allowed for each year of completed continuous full-time service.

2. The percentage determined above will be multiplied by an amount equal to the highest continuous three year average earnings up to an annual ceiling of $3,600.

3. If the pension arrived at, using this formula, is greater than the pension produced by the TIAA annuity, the employee will receive the larger of the two pensions.

E. Those employees age 55 or over hired prior to January 1, 1973, who did not elect to participate in TIAA-CREF will have their retirement figured solely on the formula above.

F. Employees who do not meet the minimum retirement requirements will receive a retirement pension solely from the contributions made to the individual TIAA-CREF annuity.

G. Enrollment material must be received by the Staff Benefits Division no later than the 15th of the month in order to be effective the first of that month. Enrollments received after the 15th of the month may not be effective until the first of the following month and cannot be made retroactive.

H. Retirement Review Committee, (see Appendix IV).

ARTICLE 18

FILLING VACANT POSITION(S)

I. General

A. The University agrees to the principle of career development of its employees and will in good faith encourage career concepts of employment. Existing or newly created positions to be filled shall be filled under normal circumstances, by transfer or by promotion, provided that qualified and interested employees are available.

B. The employee will receive consideration for a position if she/he applies before the stipulated closing date of the Position Vacancy Notice. Employees who have served less than 520 working hours in their current position will only be considered if the number of applicants is inadequate. This provision shall not apply to employees who during their trial period, are placed in another position.

C. Eligible employees who apply will be considered on the basis of University seniority.

II. Procedure

A. All vacancies of positions within the bargaining unit expected to last in excess of 520 hours, will be posted. Positions shall be posted for no less than five (5) working days. Each posted position in grades IV through XII shall clearly state the requirements of the position to be used for selection purposes and the name of the department. A copy of each posting shall be sent to the Association.

B. Employees interested in a specific posting must notify the Personnel Office of their interest by completing and submitting the appropriate form(s) before the closing date of the Position Vacancy Notice.

III. Interviews

A. If a test exists that validly, reliably, and in a culturally fair manner measures the abilities or capabilities of an applicant to perform the duties of the position to be filled, the Personnel Office may administer such a test to all interested applicants who meet the requirements for the position. The five employees with the highest scores resulting from the test shall be placed on the list to be submitted to the division. If less than five employees are available for submission, the list may be supplemented by the highest ranking non-employees necessary to provide a list of five names. Employees of the University on this list shall not be bypassed in favor of non-employees unless the employees are notified in writing of the specific reason for this action. A copy of this notice shall be sent to the Association.

B. Where available, three applicants from the department meeting the posted qualifications and having the greatest University seniority, and where available, five applicants from the University at large meeting the posted qualifications and having the greatest University seniority shall constitute the candidates to be interviewed.

1. The employee with the highest seniority shall be interviewed first, to the extent practicable, and if selected, further interviewing shall be unnecessary. This process shall be followed until a selection is made, or written reasons for non-selection institute the next step in the procedure.

2. If no selection is made from these employees, written reasons for non-selection are to be submitted to the Personnel Office by the departmental administrator.

3. If the reasons for non-selection are acceptable to the Personnel Office, additional employees shall be referred for interview from those qualified and applying for the position and the written reasons shall be shared with the affected employees and the Association.

4. If no selection is made from the employees referred in B-3 above, written reasons for non-selection are to be submitted to the Personnel Office by the departmental administrator.

5. This procedure is to be followed until all eligible employees who have applied have been interviewed.

6. A selection may be made without completing all the interviews if those more senior than the selected candidate have been interviewed.

7. An employee shall be limited to interviewing for no more than two (2) vacancies per posting, but shall have the choice of determining the two vacancies for which she/he will be placed on the interview list.

8. If an employee is not selected by the above procedure, outside applicants whose credentials meet the posted qualifications shall be referred for consideration.

IV. Other Provisions

A. If a vacancy has been posted, it may be withdrawn and reposted if the requirements or the classification of the position are changed. If a vacancy has been posted and is withdrawn and the requirements or classification are unchanged, the names originally submitted for the filling of the vacancy shall be resubmitted. If any of the employees are no longer interested or available for the position, the list may be supplemented under the outlined procedure so that the total names submitted is consistant with the defined procedure.

B. An employee will be given reasonable "time off" from the job for the purpose of interviewing for another University position if such arrangements are made in advance with her/his supervisor(s). It shall be understood that the department considering an employee for transfer or promotion may contact the employee's current department for an evaluation of the employee's performance in her/his current position.

C. Where special physical requirements pertain to a position to be filled, the Employer may request that the applicant selected for transfer or promotion take a physical examination, the results of which are approved by the University Physician.

D. Employees who have applied for the position, but were not selected, shall be notified, in writing, or their non-selection by the Personnel Office.

E. A position upgraded by reclassification shall be considered a vacancy subject to all the provisions above unless the incumbent of the position is qualified and has performed the duties based on which the position was reclassified for a minimum of 176 working hours and is not serving a probationary period or trial period. In that case, the incumbent shall be retained in the reclassified position.

V. Conditions For Bypassing The Procedure

The procedure for filling a vacancy may be bypassed for persons holding the following priority status and meet the requirements for the position:

A. Employees who at their own or the Employer's discretion terminate a trial period prior to the conclusion of 176 working hours shall have preference for any vacancy at their former grade level or at the discretion of the Employer at their current grade level and as provided under the trial period section below.

B. Employees on leave drawing workmen's compensation benefits for any position at their former or lower compensation grade level the duties of which they are able to perform, provided that during their absence they did not become subject to layoff.

C. Employees returning from an approved sick or disability leave of absence without pay provided that during their absence they did not become subject to layoff.

D. Employees returning from an approved personal leave without pay, provided that during their absence they did not become subject to layoff.

E. Employees eligible for recall from layoff or to prevent the imminent layoff from another position.

F. Employees or non-employees whose transfer, promotion or selection may be required for affirmative action purposes. The need for such action shall be evidenced by the existence of an affirmative action plan by the Employer.

VI. Trial Period

An employee promoted or transferred shall begin a trial period consisting of 176 working hours. Prior to the expiration of this period, the employee at her/his discretion, or at the discretion of the Employer, may be returned to her/his former position, if the position is vacant. If the position is not vacant, the employee shall be given priority to a vacancy for which she/he is qualified at the former grade level or the current grade level at the discretion of the Employer. If no vacancy exists, the employee shall be entitled to her/his former position.

VII. Access And Review Of Procedure

A. Records pertaining to the filling of a vacant position shall be retained for at least 20 working days following notice of those interviewed or the starting date of the selected employee. Except for records containing personal data of other employees, individuals who were actually interviewed for a position and/or a representative of the Association may review the records at a time and place mutually agreeable to the employee, Association, and the Personnel Office.

B. A committee consisting of 2 members of the Association and 2 representatives of the Employer shall be established to:

1. Determine the advisability of continuing to post detailed descriptions of vacancies at the grade IV level;

2. Consider limitations on employees applying for vacancies;

3. Establish criteria for suspending an employee's privilege of applying for vacancies for a period of up to 90 days;

4. Review the actions taken by the Employer, for cause, which have restricted or suspended the employee's privilege to apply for position vacancies;

5. Review the number of departments and suggest consolidation of small units for the purpose of filling vacancies.

VIII. Implementation

Provisions of the Filling of Vacant Positions article shall go into effect on January 1, 1975.

ARTICLE 19

LAYOFFS

I. General Provisions

Layoff is defined as a reduction in the work force. The Employer agrees that a layoff shall never take place for punitive purposes. To this end, the Employer agrees that an employee will have fifteen (15) working days notice, in writing, prior to layoff. The Association will be given the opportunity to discuss the circumstances with the Employer prior to the fifteen (15) day period. The Employer, where practicable, will attempt to reassign rather than layoff.

A. For purposes of layoff, University seniority shall apply.

B. Among probationary employees, seniority shall not apply. A probationary employee in the grade level shall be laid off before an employee with seniority is laid off.

C. The layoff procedure may be bypassed for affirmative action purposes. The need for such action shall be evidenced by the existence of an affirmative action plan by the Employer.

II. Procedures

A. Departmental:

1. The first employee to be laid off shall be the employee within the department with the least University seniority in the grade level where the layoff is to occur.

2. An employee subject to layoff shall be entitled to any vacancy in her/his grade level provided she/he is capable of performing the duties of the position.

3. It shall be assumed throughout this article that an employee can perform the duties of a position if she/he is able to do so within a training period of no more than 176 working hours. The employee shall not be entitled to a vacancy or to replace another employee if more than 176 working hours of training are required.

4. The employee subject to layoff shall at her/his own discretion have the right to remain in her/his current department by accepting a voluntary demotion to a vacant position in which she/he is capable of performing the work.

B. University

1. If no vacancy exists in a lower grade level, or if the employee elects not to accept a position at a lower grade level in the department where the layoff is to occur, the employee shall take a vacant position outside of the department at the same grade level or at her/his discretion a position at a lower grade level for which she/he is capable of performing the work.

2. If no vacancy at the same grade level is available, or the employee does not accept a position at a lower grade level, the employee subject to layoff may exercise her/his seniority within the University and replace the least senior employee in the same grade level where she/he is capable of performing the work.

3. The least senior employee at a grade level who is subject to layoff shall be entitled to any vacancy at the next lower compensation level, the duties of which she/he can perform. If no vacancy is available, the employee shall have the right to exercise her/his seniority over the least senior employee in the next lower grade level or levels, the duties of which she/he can perform.

C. The employee thus replaced may exercise her/his seniority to fill another vacancy or replace another employee in the above manner.

D. An employee subject to layoff shall be deemed to have voluntarily resigned if she/he refuses a position at the same grade level as her/his current position.

E. An employee's accrued vacation leave may not be used in lieu of the fifteen (15) working day notice.

F. Positions becoming available shall be offered to employees under the preference established in Article 18-V-E Filling Vacant Positions, and employees laid off shall be recalled in inverse order of their layoff providing they are capable of performing the work. Employees laid off shall also have the right to accept a recall to a position at a lower level if they are capable of performing the duties of the position.

1. Notice of recall shall be sent to the laid off employee at her/his last address of record as recorded in the Employee's Official Personnel Folder by registered or certified mail, return receipt requested.

2. Positions to be filled shall be offered to laid off employees who are qualified. An employee so notified must indicate her/his acceptance of recall within five (5) working days after receipt of notification from the Employer. The employee must report to work within ten (10) working days after notifying the Employer of her/his acceptance.

G. Failure to accept recall from layoff, or report for work, provided the position offered was at the classification or comparable compensation grade level which the employee held at the time of layoff, terminates seniority, recall rights, and employment with the Employer.

H. Failure to be restored to duty from layoff for a period of time equal to University Seniority or two (2) years, whichever occurs first, shall terminate the employee's seniority, recall rights, and employment with the Employer.

I. The layoff procedure may be bypassed for affirmative action purposes. The need for such action shall be evidenced by the existence of an affirmative action plan by the Employer.

III. Other Provisions:

A. For the purpose of layoff, Executive Board officers not to exceed eleven (11) shall be deemed to have greater seniority than other employees within their grade level or lower grade in all classifications if they are capable of performing the duties.

B. For the purpose of layoff, Association Representatives not to exceed forty (40) shall be deemed to have greater seniority than other employees within their grade level or lower grade in all classifications in their representation unit if they are capable of performing the duties.

ARTICLE 20

WORKMEN'S COMPENSATION

I. The Employer, in accordance with the State law, provides Workmen's Compensation if an employee is injured in the course of employment by providing for continuation of a portion of the employee's wages. The Workmen's Compensation benefits will be supplemented by accrued sick leave credits to maintain regular gross income. When accrued sick leave credits are exhausted, the employee may elect to use accrued vacation credits to supplement Workmen's Compensation benefits.

II. Workmen's Compensation benefits begin after seven calendar days of time lost from work. After three months of employment, the Employer will waive the seven-day statutory waiting period and will continue the employee's full pay for the one-week period.

III. Injuries arising out of and in the course of employment must be reported to the employee's immediate supervisor and medical evaluation sought from the Health Center. Necessary medical services shall be determined by the Health Center for a compensable injury.

IV. Persons on leave drawing Workmen's Compensation benefits shall for a period of six months be entitled to their position upon return, provided they are physically able to perform the duties of their position. If they are physically unable to perform the duties of this position for the period they are drawing Workmen's Compensation benefits but are not placed on disability retirement, they shall have priority (Article 18-V-B, Filling Vacant Positions) on any position at their current or lower compensation grade level the duties of which they are able to perform.

V. Persons supplementing their Workmen's Compensation benefits per Section A shall be entitled to full benefits as if actively employed.

ARTICLE 21

SENIORITY

I. When an employee successfully completes her/his probationary period, seniority shall be determined from the date of hire.

II. An employee granted leave of absence shall retain her/his seniority until her/his return to active employment.

III. An employee on layoff shall retain seniority until her/his recall.

IV. Seniority rights of an employee shall cease for any of the following reasons:

A. Voluntary resignation

B. Retirement

C. Termination for cause

D. Failure to accept recall from layoff, provided the position offered was at the classification or comparable compensation grade level which the employee held at the time of layoff.

E. Failure to be restored to duty from layoff for a period of time equal to University Seniority, or two (2) years, whichever occurs first.

ARTICLE 22

OFFICIAL PERSONNEL FOLDER

Each employee shall have the right, upon request, to examine the contents of her/his own Official Personnel Folder, the only exclusion being confidential preemployment credentials of an evaluative nature.

I. The employee shall make an appointment with the Personnel Office to examine her/his Official Personnel Folder. The Director of Personnel or her/his designee shall be present when the employee examines her/his Official Personnel Folder and the employee may be accompanied by a representative of the Association if the employee so desires. The employee may designate in writing her/his desire to have a representative of the Association examine her/his file in her/his absence in a disciplinary matter, and the designated representative shall be allowed to examine the Official Personnel Folder.

II. No official report nor any derogatory statement about an employee in which the employee would not normally have a copy of or be aware of, shall be filed in the employee's Official Personnel Folder, unless the Employee is provided a dated copy. The employee, for cause shown, has the right to submit a statement(s) concerning negative evaluative reports for inclusion in the Official Personnel Folder. Brief statements may be submitted for inclusion in the employee's Official Personnel Folder.

III. Following the successful completion of the probationary period, the employee shall receive a dated copy of the evaluation placed in the Official Personnel Folder.

ARTICLE 23

DISCIPLINARY ACTION, SUSPENSION, AND TERMINATION

I. When disciplinary action or suspension is necessary, the following procedures shall be adhered to:

A. A supervisor shall discuss the employee's infraction of rules or policies with the employee. The supervisor may place a notation of the discussion in the Employee's Official Personnel Folder.

B. A supervisor shall have the option in the case of subsequent infraction(s) to reprimand the employee orally or in writing. If the employee is reprimanded in writing, a copy of the reprimand shall be given to the employee and a copy may be placed in the Employee's Official Personnel Folder. Such a written reprimand may include a warning that further infraction(s) may result in suspension or discharge. At the employee's request a copy of the reprimand shall be sent to the Association.

C. A supervisor shall have the option in case of continued infraction(s) to suspend the employee, provided the employee has been reprimanded previously.

1. The length of a suspension shall be determined by the Employer to fit the offense and the offending employee(s).

2. Notice of suspension shall be in writing and set forth the reason(s) and length of the suspension(s). The letter of suspension may include a warning that any further violation(s) may result in termination of the employee.

3. The letter shall be given to the employee, the Association and a copy placed in the Employee's Official Personnel Folder.

D. The Employer has the option in case(s) of serious violation of policy, rule, or regulation to suspend an employee without prior oral or written reprimands as stipulated in Subsections above.

1. If the Association desires a hearing on a suspension in addition to or in place of the initiation of a grievance, it shall notify the Director of Labor Relations within two (2) working days of the suspension, and the Director and/or the Director's designee shall meet with the President of the Association or the President's designee within two (2) working days in an attempt to resolve the issue.

2. A grievance on a suspension shall begin at Step Three of the grievance procedure.

3. The suspension of the employee may be immediate or delayed at the option of the Employer.

II. An employee shall be subject to termination for adequate and just cause.

A. If the Association desires a hearing on a termination in addition to or in place of the initiation of a grievance, it shall notify the Director of Labor Relations within two (2) working days of the termination, and the Director or her/his designee shall meet with the President of the Association and/or the President's designee within two (2) working days in an attempt to resolve the issue.

B. A grievance on a termination shall begin at Step Three of the Grievance Procedure.

C. The termination of the employee may be immediate or delayed at the option of the Employer.

ARTICLE 24

GRIEVANCE PROCEDURE

I. Definition of Grievance

A grievance is defined as a disagreement, arising under and during the term of this Agreement, concerning the interpretation and application of the provisions of this Agreement.

II. Group Grievances

In the event that employees have a group grievance, the Association Representative shall submit the grievance on behalf of all named and similarly affected employees. A group grievance shall be only one in which the fact questions and the provisions of the Agreement alleged to be violated are the same as they relate to each and every employee in the group. When the affected group is contained within one department, college, or division, the grievance shall be initiated at Step Two of the Grievance Procedure. Any other group grievance shall begin at Step Three.

III. Informal Grievance Procedure

An aggrieved employee should promptly notify her/his immediate supervisor that she/he has a grievance. The employee may at her/his option discuss the matter directly with the supervisor or call her/his Association Representative for the purpose of attempting to adjust the grievance.

IV. Formal Grievance Procedure

A. Step One

1. If the aggrieved employee does not receive a satisfactory oral answer, or if she/he does not receive any answer at the Informal Step within three (3) mutual working days following the day of oral presentation, the aggrieved employee may reduce the grievance to writing and submit it to the appropriate supervisor.

2. A grievance must be submitted in writing within fifteen (15) calendar days of the occurrence of the condition(s) giving rise to the grievance, or within fifteen (15) calendar days of the date it is reasonable to assume that the employee(s) should reasonably have become aware of the conditions giving rise to the grievance, whichever is later, in order for the matter to be considered a grievance under this Agreement.

3. The grievance shall be submitted on forms provided by the University, dated, and signed by the aggrieved employee(s) and shall set forth the facts, dates, and provisions of the Agreement that are alleged to have been violated and the remedy desired. At the time the grievance is received, the supervisor or designee shall sign and date a copy which shall be returned to the grievant. A meeting shall be held if requested by either party.

4. In the event the immediate supervisor or designated representative does not answer the grievance within ten (10) working days, the grievance may be appealed to the next higher step of this grievance procedure within five (5) working days after the expiration of the applicable time limit.

5. In the event the answer of the supervisor or designated representative is unacceptable to the grievant, the grievance may be appealed to the next higher step of this grievance procedure. Any grievance not appealed within five (5) working days after such answer shall be considered settled on the basis of the written answer of the supervisor or designated representative and shall not be subject to further appeal and/or review.

B. Step Two

1. If the grievant is not satisfied with the disposition of the grievance at Step One, the grievant may appeal the grievance to the Administrative Head of the unit or her/his designee within five (5) working days after the date of the answer. Such appeal shall be in writing as in Step One and shall state the reason(s) why the Step One disposition is not satisfactory.

2. Within ten (10) working days after receipt of such request for appeal, the Administrative Head or her/his designee shall hold a meeting with the grievant in an attempt to resolve the alleged grievance. Only persons directly related to the grievance shall be present at the meeting. The grievant may be represented by the Association. Representatives of the Employer and the Association shall not exceed three (3) in number respectively (including the grievant and the supervisor).

3. Within five (5) working days following conclusion of such meeting(s), the Administrative Head or her/his designee shall provide the grievant with a written disposition of the grievance.

4. Any grievance not appealed within five (5) working days after such answer shall be considered settled on the basis of the written answer of the Administrative Head or her/his designee and shall not be subject to further appeal and/or review.

C. Step Three

1. If the grievant is not satisfied with the disposition of the grievance at Step Two, the grievant may appeal the grievance to the Director of Labor Relations within five (5) working days after the date of the answer. Such appeal shall be in writing as in Step One and shall state the reason(s) why the Step Two disposition is not satisfactory.

2. Within ten (10) working days after receipt of such request for appeal, the Director of Labor Relations or her/his designee shall hold a meeting with the grievant in an attempt to resolve the alleged grievance. Only persons directly related to the grievance shall be present at the meeting. Representatives of the Employer and the Association shall not exceed four (4) in number respectively (including the grievant and supervisor). Three (3) of the Association representatives including the grievant may be active employees.

3. Within five (5) working days following conclusion of such meeting(s), the Office of Labor Relations shall provide the grievant with a written disposition of the grievance.

4. Any grievance not appealed within ten (10) working days after such answer shall be considered settled on the basis of the written answer of the Office of Labor Relations or designated representative and shall not be subject to further appeal and/or review.

D. Step Four

In the event of an unsatisfactory decision or no decision, the Association may submit the grievance to arbitration within ten (10) working days of the expiration of the decision time limit placed on Step Three. Written notice to the American Arbitration Association with a copy to the Employer shall constitute request for arbitration.

1. The arbitration proceedings shall be conducted by an arbitrator who shall be selected by the Employer and the Association within seven (7) working days after notice of arbitration has been given. If the parties fail to select an arbitrator, the American Arbitration Association shall be requested by either or both parties to provide a panel of ten (10) arbitrators. The parties shall attempt to select an arbitrator from this list within ten (10) working days. If there is no selection from the list, the American Arbitration Association shall appoint an arbitrator.

B. Upon enrollment, for regular full-time employees, the Employer will pay the full amount of the single subscriber rate regardless of the medical plan selected.

C. Beginning October 1, 1974, upon enrollment the Employer will contribute 95 percent of the applicable total monthly premium cost of two-party or family coverage for the American/TIAA Major Medical programs for regular full-time employees. The family contribution amount may also be applied to the monthly premium cost of either two-party or family coverage under Blue Cross-Blue Shield. The difference shall not exceed ten (10) dollars per month.

D. Part-time employees, after three (3) years of service, shall be eligible for an employee contribution equal to one-half of the full-time contribution amount for family coverage effective July 1, 1975.

III. Group Life Insurance

A. If coverage is desired, regular full-time employees who secure employment prior to their 53rd birthday must enroll for Group Life Insurance within 60 days of their employment date.

B. Two (2) different schedules of coverage are available. New employees may elect either Schedule A or Schedule B at the time of enrollment. Employees desiring to transfer at a later date from Schedule A to Schedule B must provide evidence of insurability and may not increase to Schedule B after their 53rd birthday.

IV. Accident Insurance

A. If coverage is desired, regular full-time employees must enroll for Accidental Death and Dismemberment Insurance within 60 days of their employment date or during a scheduled open enrollment.

B. Insurance coverage may be selected for the employee and the family if desired.

V. Provided Benefits

Participation in the following benefits (when eligible) is automatic and at no cost to the employee.

A. Long Term Disability Insurance

1. The Employer will provide a Long Term Disability program to regular full-time employees with at least three (3) years of continuous full-time service. Employees may be eligible for benefits provided by the Long Term Disability plan if, at any time after six (6) months of continuous disability, it is determined that the sickness or injury is total and permanent.

2. The employee should contact the Staff Benefits Division of the Employee Compensation and Benefits Office for information or as soon as it appears that the employee may be off work for six (6) months or more.

B. Travel Accident Insurance

The Employer provides Travel Accident Insurance for employees while traveling on University business or an approved activity outside the campus limits. This coverage provides accidental death and dismemberment insurance in the principal amount of $50.000.

C. Expanded Life Insurance

1. The Employer will provide a fully-paid life insurance program to all regular full-time employees with five (5) or more years of continuous full-time service.

2. This program will provide a life insurance benefit in the case of death of an eligible employee equal to one times the annual base rate of pay.

3. Accrued sick leave, vacation, personal time and longevity pay are included in the Expanded Life Insurance payment and not in addition.

ARTICLE 15

EDUCATIONAL ASSISTANCE PROGRAM

I. Full-time employees who meet the following provisions may apply for the Educational Assistance Program.

A. Three (3) years of continuous full-time or part-time service with the University is required.

B. Admission as a student to the educational institution where the credit or noncredit course is to be taken.

C. The employee must have at least a satisfactory rating on the annual or most recent performance evaluation.

D. The course is determined by the employee's immediate supervisor to be job-related, as defined in the accompanying guidelines. Appendix III.

E. The employee has submitted the appropriate application to her/his supervisor at least thirty (30) working days before the initial meeting of the course for which she/he is seeking approval.

II. Released Time

When a course is not offered during nonworking hours, the employee may request released time with pay not to exceed five (5) hours per week to attend the course. The employee's supervisor shall determine whether unit functions will allow such released time to be granted.

5. The Employer and the grievant may adjust a grievance without the involvement of the Association, provided the adjustment is not contrary to any of the provisions of this Agreement.

ARTICLE 25

COMMUNICATIONS

I. The Employer shall make available to the Association upon reasonable request in writing, and within reasonable time, available public statistical, financial, and personnel information and reports related to the operation of the University when such information is necessary in the representation of employees or implementation of this Agreement, provided that nothing included herein is intended to require the Employer to present information in forms other than determined by the Employer or required by law. Where the Employer deems necessary a reasonable charge may be assessed to the Association for such materials. Where these materials are readily accessible to the Association, they need not be produced by the Employer.

II. The Employer shall furnish the Association, on a monthly basis, a list of employees in the Bargaining Unit, consisting of names, departments, classifications, date of employment, and pay rates.

III. The Association shall provide the Employer with a list of Association officers, committee members, and jurisdictional districts to which they are assigned. The Employer shall be notified immediately of any subsequent changes.

IV. Employees shall be responsible for notifying the Personnel Office within five (5) working days on a form provided by the Employer of changes in their names, addresses, telephone numbers, and any other information which the Employer may legally request. Periodically the Employer shall provide the Association with employees home addresses and telephone numbers. Excluded from this list will be employees who have specifically requested that such information is not to be released.

V. The Employer shall provide each employee in the bargaining unit with one copy of the Agreement. The Employer shall provide the Association with 100 copies of the Agreement. Each newly hired employee in the bargaining unit shall be given a copy of the Agreement.

VI. The Association shall be permitted use of University facilities for regular and special business meetings of the Association, provided the Association conforms to all regulations established by the Employer.

VII. The Employer shall provide the Association with mail privileges through the Employer's Campus Mail Service in the following manner:

A. The Association shall deliver the mail to Campus Mail Services in conformity with established policy.

B. The Association shall be charged at a per piece rate that is 50 percent of the U.S. postal charge for first class mail.

C. There shall be a minimum handling charge of $50.00 per mailing.

ARTICLE 26

REPRESENTATION AND RELEASE TIME

I. The Employer shall recognize for purposes of bargaining on released time, no more than eight (8) employees as the Bargaining Committee.

II. Association representatives may be granted reasonable release time for investigating and/or adjusting grievances, or at the request of the Employer for other matters pertaining to this Agreement.

III. The Employer shall recognize any authorized representatives of MSUEA, for the purpose of participating in negotiations and the handling of other matters under this Agreement.

IV. The President of the Association or her/his designee and a minimum of two (2) employees in the Bargaining Unit shall be granted release time for the purpose of meeting with the Director of Labor Relations or her/his designee for special conferences for the discussion of important matters pertaining to labor relations.

A. Arrangements for these conferences shall be made at least two (2) working days prior to the requested meeting unless otherwise mutually agreed to by the Employer and the Association.

B. An agenda shall be submitted at the time the arrangements for the conference are made, and items to be discussed in the conference shall be confined to those items on the agenda unless otherwise mutually agreed to by the Employer and the Association.

C. These meetings shall not be for the purpose of continued negotiations of this Agreement but may be convened for the purpose of clarification and implementation of this Agreement.

V. The President of MSUEA shall be authorized 25 percent release time to carry out the responsibilities of her/his office.

VI. Employees who are elected or appointed officials of the Association will be granted release time for Association training. No more than forty (40) employees may be released in any one contract year. The total aggregate number of working hours or release time for these employees shall not exceed 640 hours in each contract year. The Employer must receive notice of individuals and release time to be used at least ten (10) working days prior to the commencement of the training program.

VII. Two members of the bargaining unit selected by the Association shall be reassigned to Association duties.

A. The Association shall reimburse the Employer within fifteen (15) days of billing for all costs, wages, and benefit payments.

B. Upon fulfillment of Association duties, the aforementioned employees may return to their former grade level with all benefits and wages that would have been accrued during their reassignment to Association duties. In returning to work, employees who have been reassigned for two years or less shall be entitled to bypass the procedures for Filling of Vacant Positions, Article 18-V-D. Employees who have been reassigned for a period over two years shall follow the normal provisions for Filling Vacant Positions and shall not have any priority status under the contract.

ARTICLE 27

ASSOCIATION SECURITY

I. Membership

As a condition of employment, each employee in the Bargaining Unit on or before the 30th day after the effective date of this Agreement or on or before the 30th day after employment in the Bargaining Unit, whichever is later, and monthly thereafter, shall tender to MSUEA either periodic and uniformly required Association dues, or in the alternative, service fees in an amount equal to these dues as set forth in the Constitution of the Michigan State University Employees Association (see Appendix V).

II. Checkoff

A. The Personnel Office, at the time of hire, rehire, reinstatement or transfer of an employee into the Bargaining Unit, shall apprise the prospective member of this Article's provisions and shall present to her/him an Application for Membership and an Authorization for Checkoff of Dues. Such forms to be provided by the Association.

1. If the employee desires to join MSUEA, the employee shall complete both the Application for Membership and the Authorization card for Checkoff of Dues and return them along with the initiation fee to MSUEA financial officer.

2. If the employee does not desire to join MSUEA, the employee shall complete only the Authorization card for Checkoff of Dues, so that MSUEA may collect from the employee its service fees equal to the monthly dues, and return it to the MSUEA financial officer.

3. If the employee desires to tender dues or fee directly to the Association, the employee will so indicate on the Application for Membership form which shall be transmitted to the Association on or before the 30th day of employment with dues or fees equivalent to $100. Adjustment of dues or fees shall be made at the end of 12 months from these receipts. Excess amounts then will be returned to the employee within 10 days of demand and insufficient amounts will require payment within 10 days of notice. Each year will again require deposit of a sum of $100 and the procedure indicated above will be applied.

B. During the life of this Agreement and in accordance with the terms of the Authorization for Checkoff of Dues, the Employer agrees to deduct membership dues or service fees levied in accordance with the Constitution of the Association from the pay of each employee who executes or has executed the Authorization for Checkoff of Dues.

C. The initial deduction for any employee shall not begin unless the Authorization for Checkoff of Dues and the certification of the MSUEA's financial officer as to the amount of the periodic association dues or service fees has been delivered to the Employer's Payroll Department at least 15 calendar days prior to the affected pay day.

D. All monies deducted by the Employer shall be remitted to the MSUEA's financial officer once each month by the 20th calendar day of the month following the month in which deductions were made together with a list of current employees showing the amount of association dues or service fees deducted from each employee.

E. In cases which a deduction is made which duplicates a payment already made to MSUEA by an employee, or where a deduction is not in conformity with the Constitution of the Association, refunds to the employee shall be made by MSUEA.

F. The Employer shall not be liable to MSUEA by reason of Section B of this Article for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by the employees.

G. The Employer shall not, during the life of this Agreement, deduct dues or service fees from employees for any organization other than the Association without MSUEA's written permission.

H. MSUEA shall protect and save harmless the Employer from any and all claims, demands, suits, and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this Article.

III. Termination For Failure To Comply

A. An employee in the Bargaining Unit who fails to tender to the Association either periodic and uniformly required association dues, or in the alternative, service fees in an amount equal to these dues as set forth in the Constitution of the Association shall be terminated by the Employer, provided the following stipulations are adhered to:

1. The Association shall notify the employee by certified or registered mail explaining that the employee is delinquent in not tendering required association dues or service fees, specifying the current amount of the delinquency, and warning her/him that unless the delinquent dues or service fees are paid and a properly executed Authorization for Checkoff of dues of service fees is tendered within ten (10) working days of such notice, the employee shall be reported to the Office of Labor Relations with a request to terminate the employee as provided in this article.

2. The Association shall give a copy of the letter sent to the employee and the following written notice to the Office of Labor Relations at the end of the 10-day period:

   The Association certifies that (name) has failed to tender either the periodic and uniformly required Association dues or service fees required as a condition of continued employment under the collective bargaining Agreement and demands that the employee be terminated under the terms of this Agreement.

   The employee shall be terminated by the Employer within ten (10) working days following receipt of the above letter and notice.

B. Termination Limitation

If an employee has tendered directly to the Association her/his membership dues or the service charge, or has a written authorization in effect requiring the deduction of dues or service charge, the employee shall not, under any circumstance, risk the loss of job because of a lack of good standing in the Association. The Association cannot cause the discharge of an employee who has resigned from or has been expelled by the Association for any reason other than her/his failure to tender the dues or service charge to the Association, either directly or after revocation of her/his authorization.

C. Disputes Concerning Compliance

The Association shall protect and save harmless the Employer from any and all claims, demands, suits, and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this Article.

ARTICLE 28

ASSOCIATION RIGHTS AND RESPONSIBILITIES

I. Pursuant to the powers and authority of the Employer under the Constitution of the State of Michigan, the University hereby agrees that all employees of the University who may be appropriately included in the bargaining unit represented by the Association, shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. The Employer agrees it will not directly or indirectly discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of her/his membership in the Association, her/his participation in any activities of the Association or collective professional negotiations with the University, or her/his institution of any grievance, complaint or proceeeding under this Agreement or otherwise with respect to any terms or conditions of employment.

II. The Employer will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining involving the employees covered by this Agreement. Nothing contained herein shall be construed to prevent an individual employee from presenting a grievance and have the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided the Association has been given the opportunity to be present at such adjustment. The Association may initiate a grievance as pertaining to Rights of the Employer Article for protection and maintenance of this Agreement.

ARTICLE 29

RIGHTS OF THE EMPLOYER

Except as specifically abridged, delegated, granted, or modified by terms of this contract, the Employer shall retain all rights to exercise customary and regular functions, duties, and responsibilities of management, including, but not limited to, the right to hire, establish and change work schedules, set hours of work, establish, eliminate or change classifications, assign, transfer, promote, demote, layoff employees, and for just cause to discipline and discharge employees and otherwise maintain an orderly, effective and efficient operation. Further, the Employer retains supervision of all operations, methods, processes, means and personnel by which work will be performed and the right to determine and change the work to be done and the standards to be met by employees. The Employer may require employees to have a physical reexamination when directed by the University Physician. It is further understood that management shall not use its right to unfairly and illegally discriminate against an employee, group of employees, or the Association.

In addition, the Employer shall have the right to make reasonable rules and regulations and change such rules and regulations as it may from time to time deem necessary and which are not in violation of this Agreement. If after publication and transmittal to the Association of rules and regulations, the Association has not processed a grievance alleging unreasonableness within ten (10) working days, the rules and regulations shall no longer be grievable. Thereafter, grievances related to rules and regulations shall be limited to their enforcement and penalties resulting therefrom.

ARTICLE 30

NO-STRIKE, NO-INTERFERENCE, AND NO-LOCKOUT

I. The Association recognizes that strikes by public employees are prohibited by Act 336, Public Acts of 1947, as amended by Act 379, Public Acts of 1965, and agrees that it will comply with said Act.

II. The Association and its officials will not cause, support, or condone, nor shall any employee or employees take part in any action against or any interference with the operations of the University during the term of this Agreement.

III. The University shall not conduct a lockout of bargaining unit employees during the term of this Agreement.

ARTICLE 31

SCOPE OF THE AGREEMENT

I. The Employer and the Association acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

II. No provision of this Agreement, or any supplement thereto, nor the rights of either the Employer or the Association under the terms of the Agreement shall be changed or altered in any way unless such change or alteration is agreed to in writing between the Employer and the Association.

III. This Agreement shall supersede any rules, regulations, practices, or contracts inconsistent with its terms unless mutually adjusted in writing by the Employer and the Association.

IV. Such an adjustment between the Employer and the Association shall be made only after the Employer and the Association have agreed in writing that a particular program cannot be designed to comply with specific provisions of this Agreement.

V. The written adjustment between the Employer and the Association shall specify which provisions of this Agreement shall be adjusted and how they shall be adjusted.

VI. Any such adjustment shall apply only to the programs specifically mentioned therein.

VII. In the event that any provisions of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provisions shall be void and inoperative. However, all other provisions of this Agreement shall continue in effect, and the parties shall meet for the purpose of rewriting the voided and any other directly affected provisions and those provisions only.

VIII. Negotiations to modify, alter, amend, renegotiate, or change, or any combination thereof, the provisions of this Agreement shall begin no later than 60 days nor earlier than 180 days prior to the expiration of the Agreement.

APPENDIX I

JOB TITLES AND GRADES

The following classifications and grades are those in effect as of December 1, 1974. This list is for information purposes and may be modified by the Employer or altered to more accurately reflect the duties and responsibilities of the position.

GRADE 3

Accounting Clerk
Cashier-Clerk
Central Supply Aide
Clerk
Clerk-Scanner
Clerk-Stenographer
Clerk-Typist
Customer Service Assistant
Laboratory Aide
Laboratory Assistant
Laboratory Attendant
Laboratory Research Aide
Laboratory Technician
Library Clerk
Receptionist-Clerk
Research Aide
Teller
Trainee
Typist-Dictaphone Operator

GRADE 4

Biological Aide
Compensation Assistant
Graphics Technician
Housing Receptionist
Laboratory Assistant
Laboratory Research Aide
Laboratory Technician
Nuclear Technical Aide
Operating Room Technician
Photography Laboratory Aide
Research Aide
Scoring Machine Operator
Senior Clerk
Senior Clerk-Scanner
Senior Library Clerk
Senior Teller
Statistical Aide

GRADE 5

Data Preparation Operator
Departmental Secretary
Editorial Assistant
Graphics Technician
Inspector Clerk
Laboratory Aide
Laboratory Research Aide
Laboratory Technician
Licensed Practical Nurse
Medical Secretary
Principal Teller
Research Aide
Senior Accounting Clerk
Senior Clerk-Stenographer
Senior Clerk-Typist
Skating Class Coordinator
Waste Control Assistant

GRADE 6

Assistant Scoring Machine Coordinator
Buyer's Assistant
Communication Clerk
Laboratory Research Aide
Laboratory Technician
Peripheral Operator
Principal Clerk
Principal Library Clerk
Program Assistant
Programmer Trainee
Research Aide
Senior Data Preparation Operator
Veterinary Clinic Technician

GRADE 7

Assistant Scheduler
Avian Technician
Biochemistry Technician
Botany and Plant Pathology Technician
Computer Operator
Cyclotron Science Assistant
Data Preparation Room Coordinator
Desk Clerk
Editorial Assistant
Food Science Technician
Graphics Technician
Histologic Technician
Horticulture Assistant
Junior Librarian
Laboratory Research Aide
Laboratory Technician
Medical Technician
Medical Transcriber
Microbiologist
Office Assistant
Research Assistant
Senior Departmental Secretary
Tabulating Machine Operator
Technician
TV Equipment Operator
Veterinary Laboratory Technician

GRADE 8

African Studies Assistant
Agricultural Technician
Anatomy Technician
Animal Husbandry Technician
Assistant Console Coordinator
Assistant Curator
Audio Technician
Biochemistry Technician
Botany and Plant Pathology Technician
Cell Physiology Technician
Chemist, Agriculture
Computer Operator
Computer Records Librarian
Crop Science Aide
Editorial Assistant
Educational Aide
Electronics Equipment Technician
Electron Microscope Technician
Embalmers Assistant
Entomology Technician
Executive Secretary
Food Science Technician
Grant Examiner
Graphics Illustrator
Graphics Technician
Head Clerk
Histology Technician
Horticulturist Assistant
Horticulture Technician
Institutional Supply Representative
Interior Designer
Junior Buyer
Laboratory Technician
Medical Technician
Microbiologist
Natural Science Technician
Nursing Technician
Office Assistant
Photographer
Physiology Technician
Poultry Nutrition Technician
Principal Data Preparation Operator
Principal Tabulating Machine Operator
Principal Technician

GRADE 8 Con't

Producer Director, Assistant
Projectionist Coordinator
Research Assistant
Research Technician
Scoring Machine Coordinator
Senior Food and Nutrition Technician
Senior Food Science Technician
Senior Histology Technician
Senior Laboratory Aide
Tabulating Machine Operator
Technician
TV Design and Graphics Artist
X-Ray Technician

GRADE 9

Assistant Console Coordinator
Audio Visual Technician
Automotive Dispatcher
Botany and Plant Pathology Technician
Computer Operator
Coordinator (Procurement)
Crop Science Aide
Display Technician
Electron Microscopic Technician
Horticulturist
Laboratory Machinist
Laboratory Technician
Mass Spectrometry Technician
Medical Material Technician
Microbiologist
Natural Science Aide
Office Assistant
Photographer
Plant Pathologist
Principal Medical Technician
Production Assistant
Research Assistant
Senior Chemist, Agriculture
Senior Entomology Technician
Senior Horticulture Technician
Senior Inventory Clerk
Senior Laboratory Technician
Senior Poultry Science Technician
Senior Technician
Senior TV Production Specialist
Senior Veterinary Clinic Technician
Technical Assistant
Technician
TV Engineer

GRADE 10

Chief Anouncer/Copy
Computer Operator
Computer Shift Leader
Continuity Program Assistant
Coordinator Undergraduate Laboratory
Crop Science Aide
Dairy Technologist
Diagnostic Research Assistant
Electronics Equipment Technician
Entomology Taxonomist
Film Recording Editor
Film Sound Engineer
Genetic Clinical Coordinator
Head Audio Visual Technician
Health Physicist Technician
Inventory Assistant
Laboratory Technician
Office Assistant
Planetarium Technician
Principal Agriculture Chemist
Radio Engineer
Research Assistant
Senior Animal Husbandry Technician
Senior Computer Operator
Senior Crop Science Aide
Senior Radio Engineer
TV Engineer
TV Studio Engineer
TV Transmitter Engineer
User Coordinator
Video Tape Engineer

GRADE 11

Apple Field Coordinator
Chief Laboratory Technician
Coordinator
Head Computer Operator
Laboratory Technician
Maintenance Coordinator
Office Assistant
Principal Technician
Production Associate
Production Coordinator
Radiation Monitor
Recording Coordinator
Research Associate
Safety Officer, Fire
Safety Officer, Pest Control
Safety Specialist
Senior Chemist
Senior Cinematography Editor
Senior Floriculturist Technician
Senior Planetarium Technician
Studio Maintenance Engineer
Tape Network Coordinator
TV Design Engineer

GRADE 12

Cinematographer Editor
Coordinator I
Food Research Assistant
Head Crop Science Aide
Independent TV SME
Maintenance Assistant
Senior Graphics Arts Specialist
Senior Livestock Performance Technician
Senior Production Associate
Senior Production Coordinator
Senior Radio Engineer
Senior TV Engineer
Senior TV Engineer/Audio
Senior TV Engineer/Camera Video
TV Transmitter Engineer
Video Tape Assistant
Water Chemistry Laboratory Coordinator

APPENDIX II

CLASSIFICATION AND JOB DESCRIPTIONS

By March 1, 1975, the University will commence a review and revision of classification descriptions. A joint University/Association committee will be established to advise in the overall review and revision. Classification descriptions shall be completed prior to June 30, 1976.

Pending the completion of the study, new classifications or changes in existing classifications shall be placed by the Employer in existing compensation grade levels on the basis of the relative value of the elements of the new or changed classification in comparison with the elements of existing classifications.

APPENDIX III

GUIDELINES FOR EDUCATIONAL ASSISTANCE PROGRAM

I. Purpose

The purpose is to provide employees an opportunity to gain knowledge and develop skills which will improve proficiency on the present job and/or enhance promotability to higher level jobs which are available within the University.

II. Determination of Job Relatedness

Courses, either with or without credit, are considered "job-related" when any of one(1) of the following primary goals is met:

A. To improve skills and/or update the technology involved in the present work assignment;

B. to provide knowledge, skills, and understandings which relate to more responsible, higher level University positions to which the employee may reasonably aspire;

C. to complete the requirements for a high school diploma;

D. to enhance basic skills in written and/or oral communications and/or mathematics;

E. to enroll in a college degree program in which the entire curriculum is directly related to the field of the employee's current job assignment;

F. to enroll in a college degree program in which the entire curriculum is designed to lead to more responsible University positions to which the employee may reasonably aspire; or

G. to enroll in individual college courses which are directly related to the field of the employee's current job assignment, even though such courses might be components of a total degree program which was not related to the current job assignment.

III. Accredited Institutions

Course offerings are expected to be from those institutions accredited by generally recognized accrediting agencies and/or are listed in the Education Directory of the U.S. Department of Health, Education, and Welfare. In addition, institutions approved under such government training programs as the G.I. Bill of Rights will also be recognized.

IV. Employer Initiated Education And/Or Training

In-service training and/or education may be required by the Employer for such purposes as informing employees of University procedures, improving the basic skills of employees, introducing new techniques or skills necessary to perform on-going responsibilities, and the like. When employee participation in such programs is initiated by the Employer, it would not be subject to the provisions contained in the Educational Assistance Program. However, when the employee initiates the request to participate in such programs, provisions of the Educational Assistance Program, Article 15, will apply.

Employees and the Association will be encouraged to communicate in-service training needs and concerns to the Employer.

APPENDIX IV

RETIREMENT REVIEW COMMITTEE

A joint employee/employer committee with representatives of each employee group, including Associations, Union, and Faculty, shall meet with representatives of the Administration by July 1, 1975, for the purpose of reviewing and recommending guidelines for the University retirement programs. Such recommendations are to be completed by July 1, 1976.

APPENDIX V

MSUEA SCHEDULE OF DUES OR SERVICE FEES*

$2,000 - $2,250	=	$1.02	$ 9,501 - $ 9,750	=	$4.63
2,251 - 2,500	=	1.14	9,751 - 10,000	=	4.75
2,501 - 2,750	=	1.26	10,001 - 10,250	=	4.87
2,751 - 3,000	=	1.38	10,251 - 10,500	=	4.99
3,001 - 3,250	=	1.50	10,501 - 10,750	=	5.11
3,251 - 3,500	=	1.62	10,751 - 11,000	=	5.23
3,501 - 3,750	=	1.74	11,001 - 11,250	=	5.35
3,751 - 4,000	=	1.86	11,251 - 11,500	=	5.47
4,001 - 4,250	=	1.98	11,501 - 11,750	=	5.59
4,251 - 4,500	=	2.10	11,751 - 12,000	=	5.71
4,501 - 4,750	=	2.22	12,001 - 12,250	=	5.83
4,751 - 5,000	=	2.34	12,251 - 12,500	=	5.95
5,001 - 5,250	=	2.46	12,501 - 12,750	=	6.07
5,251 - 5,500	=	2.58	12,751 - 13,000	=	6.19
5,501 - 5,750	=	2.70	13,001 - 13,250	=	6.31
5,751 - 6,000	=	2.82	13,251 - 13,500	=	6.43
6,001 - 6,250	=	2.94	13,501 - 13,750	=	6.55
6,251 - 6,500	=	3.06	13,751 - 14,000	=	6.67
6,501 - 6,750	=	3.19	14,001 - 14,250	=	6.79
6,751 - 7,000	=	3.31	14,251 - 14,500	=	6.91
7,001 - 7,250	=	3.43	14,501 - 14,750	=	7.03
7,251 - 7,500	=	3.55	14,751 - 15,000	=	7.15
7,501 - 7,750	=	3.67	15,001 - 15,250	=	7.27
7,751 - 8,000	=	3.79	15,251 - 15,500	=	7.39
8,001 - 8,250	=	3.91	15,501 - 15,750	=	7.51
8,251 - 8,500	=	4.03	15,751 - 16,000	=	7.63
8,501 - 8,750	=	4.15	16,001 - 16,250	=	7.75
8,751 - 9,000	=	4.27	16,251 - 16,500	=	7.87
9,001 - 9,250	=	4.39	16,501 - 16,750	=	7.99
9,251 - 9,500	=	4.51	16,751 - 17,000	=	8.11

*Subject to change by vote of the MSUEA membership.

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